Contract of Hiring for Indefinite Period—Thullen v. Triumph Electric Co., 227 Fed. 837.—In this case the court in laying down the law governing contracts of hiring for indefinite periods, used the following language:

"The authorities show some difference of opinion concerning the method of stating the American rule that governs a contract of hiring for an indefinite period. The subject is discussed in Wood, Master and Servant (2d Ed.), § 136, and in the note to Warden *v.* Hinds, 25 L. R. A. (N. S.) 529. Numerous cases are collected also in 26 Cyc. at page 974, where we think the situation is accurately presented:

'In the United States a general or indefinite hiring is presumed to be a hiring at will, in the absence of evidence of custom or of facts and circumstances showing a contrary intention on the part of the parties. While it is generally held that the fact of a hiring at so much per day, week, month, quarter, or year raises no presumption that the hiring was for such a period, but only at the rate fixed for whatever time the party may serve, yet the rate and mode of payment are often determinative of the period of service, and in some cases it has been held that they raise a presumption as to the period of service.'

The rule in Pennsylvania has been referred to in the very recent case of Hogle *v.* De Long Co., 248 Pa. 471, 94 Atl. 190:

'In a contract of hiring, when no definite period is expressed, in the absence of facts and circumstances showing a different intention, the law will presume a hiring at will. The fact that the hiring is at so much per week, or month, or year, will raise no presumption that the hiring was for such period. Weidman *v.* United Cigar Stores Co., 223 Pa. 160 [72 Atl. 377, 132 Am. St. Rep. 727]. This is a statement of a general rule, so widely recognized that this is said of it by Labatt in his work on Master and Servant, in section 160: "A preponderance of American authority in favor of the doctrine that an indefinite hiring is presumptively a hiring at will is so great that it is now scarcely open to criticism."' "

National Banks as Executor or Administrator—Subsequent State Legislation—In re Woodbury (N. H.), 96 Atl. 300.—Though Federal Reserve Act, § 11k, authorizing the reserve board to grant special permits to national banks to act as administrator, was enacted prior to a state law, prohibiting the appointment of a bank as administrator, etc., the prohibition of the latter statute, operating upon the power of the probate court to make the appointment, is nevertheless effective. The court in this case said: "Assuming, but not deciding, they have had that authority, it is clear that the language of the Reserve Act does not lead to the conclusion that the Legislature of this state could not subsequently provide that national banks should not